EXHIBIT A

CORPORATE INTEGRITY AGREEMENT

I. Preamble

Southern Maryland Home Health Services, Inc. ("SMH") hereby enters into this Corporate Integrity Agreement with the Office of Inspector General ("OIG") of the Department of Health and Human Services ("HHS") to ensure compliance with the credentialing requirements of the Medicare, Medicaid and all other federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)). SMH's compliance with the terms and conditions in this Corporate Integrity Agreement shall constitute an element of SMH's present responsibility with regard to participation in Federal health care programs. Contemporaneously with this Corporate Integrity Agreement, SMH is entering into the attached Settlement Agreement with the United States, and this Corporate Integrity Agreement is incorporated by reference into the Settlement Agreement.

II. Term of the Corporate Integrity Agreement

The period of the compliance credentialing obligations assumed by SMH under this Corporate Integrity Agreement shall be three (3) years from the effective date of the Corporate Integrity Agreement. The effective date of this Corporate Integrity Agreement will be the date on which the final signatory of this Corporate Integrity Agreement executes the Corporate Integrity Agreement (the "effective date").

III. Designation of Credentialing Compliance Official

Within thirty (30) days after the effective date of this Corporate Integrity Agreement, SMH shall designate an individual to serve as the compliance credentialing contact for all correspondence with the Office of Inspector General. This individual shall be responsible for implementing and coordinating the compliance credentialing effort, including but not limited to annual reports to the OIG, developing the written policies and procedures, initiating the education and training program, responding to credentialing problems, and coordinating compliance efforts with SMH's corporate compliance officer.

IV. Written Policies and Procedures

To ensure that all of its providers and contractors are properly credentialed, SMH will develop written policies and procedures regarding the credentialing and re-credentialing of its providers, contractors and subcontractors. Such policies and procedures shall be clear comprehensive policies that articulate specific procedures that personnel should follow in the credentialing process.

Among other things, the policies and procedures must include the following: verification of license to practice from primary sources, verification of professional education and board certification, verification of malpractice insurance where applicable, verification of information from national data banks such as the General Services Administration's List of Parties Excluded from Federal Programs (currently available through the Internet at http://www.arnet.gov/epls) and the HHS/OIG List of Excluded Individuals/Entities (currently available through the Internet at http://www.hhs.gov/oig).

The policies and procedures shall also include a section on maintaining well-organized, easily-retrievable records regarding the credentialing of every health care provider contracting with SMH. The policies and procedures shall also address the methods that SMH uses to trigger the re-credentialing process.

All such policies and procedures should be organized, indexed and easily retrievable by all individuals involved in the credentialing and re-credentialing process.

These policies and procedures shall be drafted within 60 days of the execution of this agreement and shall be implemented within the next 120 days.

V. Training and Education

SMH shall implement a training and education program for all of its staff involved in the credentialing process. Among the areas to be addressed at such training and education programs are SMH's specific credentialing policies and procedures. Each such staff member shall participate in the training for at least two hours annually.

VI. Independent Evaluation and Audit

On an annual basis, SMH shall conduct an independent review to evaluate SMH's credentialing policies, procedures, and results to ensure that all of its health care providers, contractors, and subcontractors meet applicable state and federal requirements. Among other things, this independent review shall evaluate the mechanisms for maintaining credentials data integrity and confidentiality, the capabilities for data collection, the internal quality assurance processes, the health care practitioner application process and the reporting process for health care practitioner disciplinary actions.

VII. Reporting Requirements

SMH shall submit a written report to the Office of Counsel to the Inspector General annually. The first report shall be received by the Office of Counsel within 30 days of the anniversary of the execution date of this Agreement. Subsequent Annual Reports shall be submitted no later than the anniversary date of the due date of the first Annual Report. Each Annual Report shall include:

1. A copy of the Independent Review Organization's annual evaluation, SMH's response thereto, and any corrective action plan;

2. In the first annual report, a copy of SMH's credentialing compliance policies and procedures; thereafter any amendments to the policies and procedures;

3. A copy of its training and education materials; and

4. Affidavit by the compliance credentialing designee and SMH's compliance officer that the report is complete and accurate.

VIII. Notifications and Submission of Reports

Unless otherwise stated in writing subsequent to the effective date of this Corporate Integrity Agreement, all notifications and reports required under this Corporate Integrity Agreement shall be submitted to the entities listed below:

OIG: Civil Recoveries Branch - Compliance Unit
Office Of Counsel to the Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, SW
Washington, DC 20201
Phone 202-619-2078

Provider: Southern Maryland Home Health Services, Inc.
10403 Hospital Drive
Clinton, Maryland 20735

IX. Effective and Binding Agreement

A. This Agreement shall be binding on the successors, assigns and transferees of SMH.

B. This Agreement shall become final and binding only signing by each respective party hereto.

C. Any modifications to this Agreement shall be made with the prior written consent of the parties to this Agreement.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

DATED: 8/27/01

Lewis Morris
Assistant Inspector General
for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and
Human Services

SOUTHERN MARYLAND HOME HEALTH SERVICES, INC.

DATED: 8/20/01

BY: Michael J. Chiaramonte
Michael Chiaramonte
Chief Executive Officer